### Side Letter of Agreement

## City of National City And

# National City Police Officers Association (November, 2014)

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Side Letter of Agreement is entered into on June 16, 2015, between the City of National City ("City") and the National City Police Officers Association ("POA") ("Side Letter Agreement") as an amendment to the Memorandum of Understanding ("MOU") effective July 1, 2014 through December 31, 2015. The POA and the City are collectively referred to herein as the "Parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the POA shall remain in full force and effect.

The Parties have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that the following language will replace Article 3, Section 2 of the MOU in its entirety and Article 3 Sections 1, and 3-9 shall remain unchanged:

#### Article 3

#### Section 2 Accrual Rates

A. All accrual rates in this section are based on years of service at the City of National City, except Paragraphs B and C, below. Employees covered by this Memorandum of Understanding shall earn vacation and holiday leave as follows:

Date of hire through 5th year	7.39 hrs. per pay period of service
anniversary	
I <sup>st</sup> pay period after 5th year anniversary to 15 year anniversary	8.92 hrs. per pay period of service
lst pay period after 15 year anniversary	10.46 hrs. per pay period of service

B. Employees hired laterally after June 23, 2014 from another public safety department, who have already completed police academy training, shall immediately accrue vacation and holiday leave with the City based on the total number of pay periods of consecutive employment the employee had with the two public safety departments immediately preceding being hired by the City. For example, a lateral with a total of 10 years of consecutive employment with their current and one prior public safety

employer would, upon employment with the City, accrue 8.92 hours of vacation and holiday pay per pay period of service he/she performs for the City.

- C. This section only applies to any lateral employee who was hired by the City of National City before June 23, 2014 and is currently employed by the City on the effective date of this Side Letter. The City will place each police officer hired laterally from another public safety department, who has already completed police academy training, in the highest tier for vacation and holiday leave with the City.
- D. It is recognized that the above accrual rates includes eight (8) hours credit for each of the following ten (10) fixed holidays and four (4) floating holidays:

#### **Fixed Holidays**

New Year's Day-January lst
Martin Luther King Day-3<sup>rd</sup> Monday in Jan
Cesar Chavez Day-March 31<sup>st</sup>
Memorial Day-Last Monday in May
Independence Day-July 4<sup>th</sup>
Labor Day-lst Monday in September
Thanksgiving Day-4<sup>th</sup> Thursday in Nov
Day after Thanksgiving Day
Christmas Eve Day-December 24<sup>th</sup>
Christmas Day-December 25<sup>th</sup>

#### Floating Holidays

Lincoln's Birthday - February 12<sup>th</sup>
Washington Birthday - 3<sup>rd</sup> Monday in Feb
Columbus Day - 2<sup>nd</sup> Monday in October
Veteran's Day

It is further recognized that this provision shall not limit any additional future benefits applicable to the above mentioned holidays and that any such future benefits or compensation shall be granted.

For the City

Stacev Stevenson

Director of Administrative Services

Claudia G. Silva City Attorney William Phillips

POA President

For the PO

Bradley M. Fields, Esq.

POA Attorney